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Bearing Industries, Inc.
12

13 UNITED STATES DISTRICT COURT
14 CENTRAL DISTRICT OF CALIFORNIA

15 SKF USA Inc.,)	Case No. CV 08-4129 SVW
)	(FFMx)
16 Plaintiff,)	
17 v.)	PERMANENT INJUNCTION
)	PURSUANT TO STIPULATION
18 Alliance Bearing Industries, Inc. and)	
Does 1 – 10, inclusive,)	
19 Defendants.)	

20 The Court, having read and considered the Joint Stipulation for Permanent
21 Injunction that has been executed by Plaintiff SKF USA Inc. (“SKF” or “Plaintiff”)
22 and Defendant Alliance Bearing Industries, Inc. (“Defendant”) in this action:

23 GOOD CAUSE APPEARING THEREFORE, THE COURT ORDERS that this
24 Permanent Injunction shall be and is hereby entered in the within action as follows:

- 25 1) This Court has jurisdiction over the parties to this action and over the subject
26 matter hereof pursuant to the provisions of the Lanham Act, 15 U.S.C. §
27 1051, et seq., as well as 28 U.S.C. § 1338(a) and 28 U.S.C. § 1331.
28 2) Service of process was properly made on the Defendant.

3) SKF owns or controls the pertinent rights in and to the following trademarks and pending application (hereinafter the “Trademarks”):

<u>Mark:</u>	<u>Registration No.:</u>	<u>Registration Date:</u>
SKF®	502839	1948
SKF®	502840	1948
SKF® & Design	2053722	1997
SKF® & Design	3370941	2008
<u>Mark:</u>	<u>Application No.:</u>	<u>Application Date:</u>
SKF EXPLORER™	Serial No. 78830899	Filed 2006

4) Plaintiff alleges that Defendant has made unauthorized uses of the Trademarks or substantially similar likenesses or colorable imitations thereof.

5) Defendant and its agents, servants, employees and all persons in active concert and participation with it who receive actual notice of the Injunction are hereby restrained and enjoined, pursuant to 15 U.S.C. § 1116, from selling counterfeit bearings embodying the SKF Trademarks in any manner, including generally, but not limited to, manufacture, importation, distribution, shipping, advertising, selling and/or offering for sale any counterfeit products using, bearing or embodying any of the SKF Trademarks or marks confusingly similar to the SKF Trademarks (“Unauthorized Products”), and specifically:

i) Importing, manufacturing, distributing, advertising, selling and/or offering for sale any unauthorized products which picture, reproduce, copy or use the likenesses of or bear a confusing similarity to any of the Unauthorized Products;

ii) Importing, manufacturing, distributing, advertising, selling and/or offering for sale in connection thereto any unauthorized promotional

1 materials, labels, packaging or containers which picture, reproduce, copy
2 or use the likenesses of or bear a confusing similarity to any of the
3 Trademarks;

4 iii) Engaging in any conduct that tends falsely to represent that, or is
5 likely to confuse, mislead or deceive purchasers, Defendant's customers
6 and/or members of the public to believe, the actions of Defendant, the
7 Unauthorized Products sold by Defendant, or Defendant itself is
8 connected with SKF, is sponsored, approved or licensed by SKF, or is
9 affiliated with SKF;

10 iv) Affixing, applying, annexing or using in connection with the
11 importation, manufacture, distribution, advertising, sale and/or offer for
12 sale or other use of any goods or services, a false description or
13 representation, including words or other symbols, tending to falsely
14 describe or represent such Unauthorized Products as being those of SKF.

15 6) Defendant is ordered to deliver for destruction all Unauthorized Products,
16 including bearings and related products, and labels, signs, prints, packages, dyes,
17 wrappers, receptacles and advertisements relating thereto in their possession or under
18 their control bearing any of the Trademarks or any simulation, reproduction,
19 counterfeit, copy or colorable imitations thereof, and all plates, molds, heat transfers,
20 screens, matrices and other means of making the same, to the extent that any of these
21 items are in Defendant's possession.

22 7) Defendant denies any and all wrongdoing or liability relating to the claims
23 asserted or the subject matter of this Injunction. This Permanent Injunction shall not
24 be construed as an admission of liability or a waiver by any Party as to the merits,
25 claims, and/or defenses in this action.

26 8) The claim alleged in the Complaint against Defendant by SKF are dismissed
27 with prejudice.
28

1 9) This Injunction shall be deemed to have been served upon Defendant at the time
2 of its execution by the Court.

3 10) The Court finds there is no just reason for delay in entering this Injunction and,
4 pursuant to Rule 54(a) of the Federal Rules of Civil Procedure, the Court directs
5 immediate entry of this Injunction against Defendant.

6 11) The Court orders that the Bond listed as Docket Entry No. 50, "Undertaking of
7 Corporate Surety Bond" in the amount of Twenty-Five Thousand Dollars
8 (\$25,000.00) with bond number CMS243897 through RLI Insurance Company posted
9 on February 10, 2009, is hereby exonerated.

10 12) The Court shall retain jurisdiction of this action to entertain such further
11 proceedings and to enter such further orders as may be necessary or appropriate to
12 implement and enforce the provisions of this Injunction.
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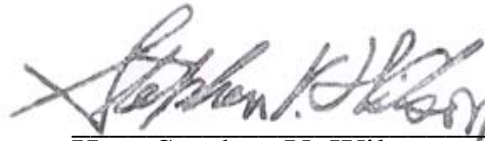
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1 13) This Court shall retain jurisdiction over the Defendant for the purpose of
2 making further orders necessary or proper for the construction or modification of this
3 consent decree and judgment; the enforcement hereof; the punishment of any
4 violations hereof, and for the possible entry of a further Judgment Pursuant to
5 Stipulation in this action.
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8 DATED: June 3, 2009
9



Hon. Stephen V. Wilson
United States District Judge

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16 PRESENTED BY:

17 J. Andrew Coombs, A P. C.
18

19
20 By: _____
21 J. Andrew Coombs
22 Annie Wang
23 Attorneys for Plaintiff SKF USA Inc.

24 Johnson & Pham, LLP
25

26 By: _____
27 Christopher Q. Pham
28 Attorney for Defendant Alliance Bearing
Industries, Inc.